

Indiana Department of Natural Resources
Indiana State Parks and Reservoirs

Prospectus

A Business Opportunity

For the Development and Operation of a

**Newton Stewart Marina on Patoka Lake
Birdseye, IN**

Dubois, Crawford and Orange Counties

(Newton Stewart SRA is located in Crawford County)



Table of Contents

Statement of Purpose _____	Page 3
Statement of Responsibility _____	Page 3
Mission _____	Page 3
Vision _____	Page 3
Authorization _____	Page 3
Statement of Intent _____	Page 4
Project Calendar _____	Page 4
The Setting _____	Page 5
The Offering _____	Page 7
Minimum Expected Services _____	Page 10
Design and Development Guidelines _____	Page 12
General Development Guidelines _____	Page 13
Information to be submitted by Developer/Operators _____	Page 16
Confidential Information _____	Page 17
Proposal Requirements _____	Page 18
Selection Process _____	Page 23
Attachments _____	Page 24

Statement of Purpose

The information contained in the Prospectus is published as an aid to those who have an interest in entering into an agreement with the Department of Natural Resources, of the State of Indiana (**IDNR**), for the development, operation, and maintenance of a marina operation located at the Newton Stewart SRA at Patoka Lake. Potential developer/operators (**Operators**) are expected to be responsive to the requirements put forth in this document and will be allowed the opportunity to propose limited additional developments and services. The IDNR is open to other possibilities proposed by the operator; however additional items in proposals submitted may or may not be considered in the lease negotiations.

Statement of Responsibility

The IDNR accepts no responsibility for the accuracy of the statistical information provided herein. The provisions of any agreement pertaining to those lands must be in accord with the provisions of IC 14-18-2.

Independent Assessment

Operators are responsible for undertaking appropriate due diligence with respect to this business opportunity. The operator is also responsible for any costs incurred in the research and development of the proposal.

The Mission of Indiana State Parks and Reservoirs is:

To manage and interpret our properties' unique natural, wildlife and cultural resources using the principles of multiple use and preservation, while sustaining the integrity of those resources for current and future generations.

The Vision of the Division is:

Excellence in stewardship, recreational diversity, interpretation, service and growth resulting in unique places that people respectfully use, enjoy and cherish.

Authorization

The IDNR proposes to enter into a contract described herein under the provisions of IC 14-18-2.

Statement of Intent

The IDNR will accept proposals for the development, operation, and maintenance of a marina operation at the Newton Stewart SRA at Patoka Lake, Birdseye, IN. A detailed prospectus is available from the Department of Natural Resources, 402 W. Washington Street, Room W298, Indianapolis, IN 46204, (317) 234-8544. The prospectus may also be requested via email at bpavlik@dnr.in.gov. All proposals and other information as required by the prospectus shall be placed in a sealed envelope or package clearly marked as follows:

Proposal for:

Marina Services, Newton Stewart SRA,
Patoka Lake, Dubois, Crawford and Orange Counties, IN

DO NOT OPEN UNTIL May, 31, 2014

Each envelope shall be marked with the name, address, and telephone number of the developer/operator.

All proposals must be delivered to Director, Indiana State Parks and Reservoirs, 402 W. Washington Street, Room W298, Indianapolis, IN 46204, no later than May 31, 2014

Project Calendar

February 5, 2014	First Publication of Statement of Intent
February 17, 2014	Second Publication of Statement of Intent
February 28, 2014	Third Publication of Statement of Intent
April 30, 2014	On-site meeting
May 31, 2014	Proposals Due

The Setting

Patoka Lake and Newton-Stewart SRA, Jackson SRA, Lick Fork SRA, Little Patoka SRA, Painter Creek SRA, Walls Lake SRA, South Lick Fork SRA.

26,000 acres – 8,800-acre lake

Patoka Lake is located in Dubois, Crawford, and Orange Counties in southern Indiana on the Patoka River. Patoka Lake is accessible from State Road 164 along the southern edge of the property, State Road 145 running north and south along the eastern edge of the lake, or State Road 56 on the northern edge of the lake.

The purchase area of the Hoosier National Forest is located adjacent to Patoka Lake. The surrounding area of the lake consists of rolling topography, heavily wooded sections, deep draws and has retained a rustic and rural appearance. During their annual migration, buffalo created well-worn paths through the dense forests that served as the first roads of early settlers. A famous resort hotel located in French Lick established in the 1800's gained international recognition as a health resort primarily due to the existence of the mineral springs in the area.

PARTNERSHIPS

The U.S. Corps of Engineers has developed partnership in the management of the public land at Patoka Lake. Under a lease agreement, the Indiana DNR operates and maintains the recreational facilities and wildlife areas at the lake.

Purpose and Project History

Patoka Lake, the second largest reservoir in Indiana is operated for flood control and water supply and provides general recreation and fish and wildlife opportunities. The lake forms an integral unit of the Ohio River Basin in the comprehensive plan and serves to reduce flood stages downstream from the dam. Patoka was developed in accordance with a long range program and provides for a beneficial use of reservoir lands, fish and wildlife resources, and an opportunity for outdoor activities associated with large bodies of water.

Patoka Lake was authorized by the Flood Control Act of October 27, 1965. Construction began in July 1972 with the dam completed in January 1979 and initial recreational facilities completed in December 1980.

Activities and Facilities

- Nature Center/Interpretive Naturalist Services
- Picnicking/Shelters
- Fishing
- Hunting
- Hiking Trails
- Paved Bicycle Trail
- Playground Equipment
- Swimming / Beach
- Marinas – Newton Stewart SRA and Lick Fork SRA
- Boat Ramps (10 locations)
- Camping -
 - Electric / 445 sites
 - Primitive / 45 sites
 - Fisherman's Campground
 - Youth Tent Area

The average annual estimated visitation for the last four years for Patoka Lake is approximately 642,032. During the years of 2010 through 2013 the visitor count ranged from a low of 602,276 to a high of 674,450; however, the Department does not guarantee any specific number of visitors. Visitation is directly related to lake levels and weather.

The IDNR reserves the right to amend this offer prior to the date of submission of proposals. Any amendments will be sent to all known interested parties. Prior to the submission date, a proposer may withdraw a submitted proposal by submitting a written request to the IDNR. The same person(s) who signed their original proposal must sign all such requests.

The proposed site for this development would be the same location as the present Stewart Newton SRA marina site.

On site meeting

There will be an on site meeting for all potential operators on April 30, 2014 at 10:00 AM local time at the Property Office at the Newton Stewart SRA. Although this meeting is not mandatory, it is **highly suggested** that anyone planning on putting in a proposal be present. Potential operators shall be responsible for any costs incurred in attending the meeting and shall also be responsible for making any travel arrangements.

The Offering

The development of the Newton Stewart SRA Marina offered to prospective operators to develop, operate, and maintain the marina and other appropriate facilities that would be compatible and enhance the operation. A long-term lease will provide use of the land. In keeping with Indiana law (IC 14-18-2), the offering will be competitive and will be designed to select a proposal which appropriately fulfills the IDNR's objectives for the project and which displays the ability of the operator to carry it out. The Natural Resources Commission will make the final selection, and a lease will then be negotiated. The competition is designed to permit interested operators to participate without being required to spend a significant sum of money for preparation of their proposals.

The Newton Stewart SRA Marina facility is currently operated by a concessionaire in accordance with a ground lease.

The reported revenue for the facility for the last 3 years is approximately \$1,280,000 to \$1,320,000.

The current operator provides a floating marina consisting of approximately 272 slips, 30 buoys, fishing, pontoon and house boat rentals, floating concession store, floating cabins, gas service and pump out service. The current concession facilities (except permanent land based facilities) are owned by the current concessionaire. The current concessionaire will have 120 days from the date of selection to reach an agreement regarding the disposition of any and/or all marina personal property. In the event an agreement cannot be reached, the concessionaire shall have an additional 45 days to remove all personal property from the leased area.

Buildings that are on site and will become part of the leased operation include:

Meeting/Event Building:



The docks, slips, the floating store, and items attached to the docks are the property of the current concessionaire.

Docks:



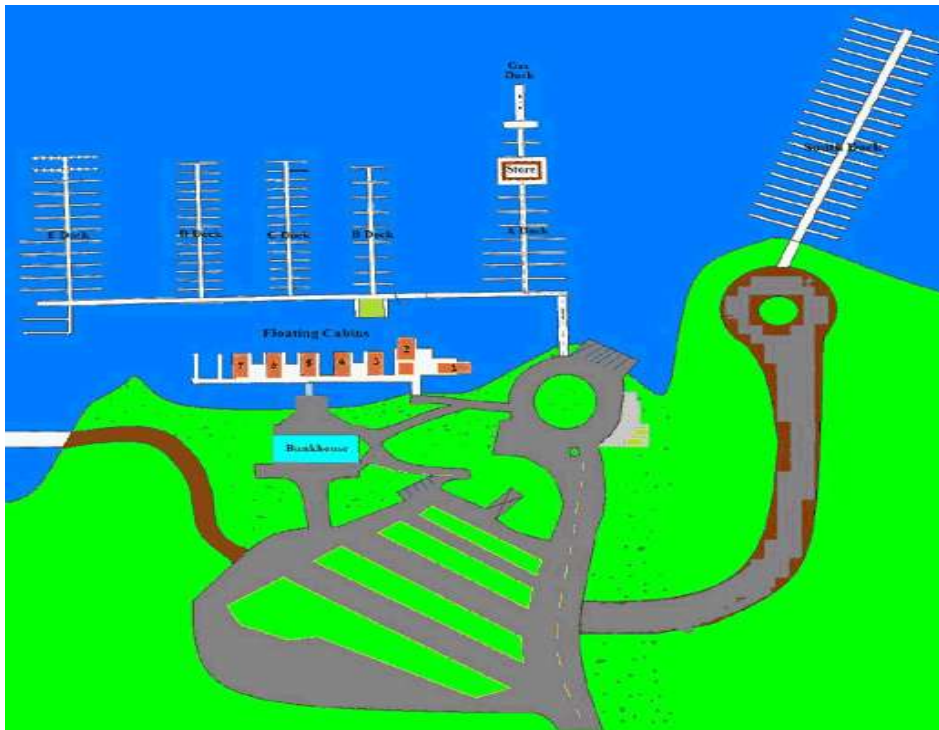
Floating Store:



Floating Cabins:



Property Map:



All roads, parking lots, and underground utilities are the property of the State. The concessionaire will be responsible to maintain these items within the leased area.

The visitation history for Patoka Lake is as follows:

2013	602,276
2012	621,952
2011	674,450

Generally, for a development of this nature, the IDNR would enter into a ground lease and the term of the lease would be 20 years, with two 5-year options to renew. Ultimately, the IDNR will write a lease, which will:

1. Prescribe the manner and amount of payment of rent.
2. Will provide standards of performance.
3. Have a non-discrimination provision.
4. Provide that the rates and fees charged for goods and services will be in accord with those charged at similar private developments in the area.
5. Provide for the disposition of the leasehold and improvements at the termination of the lease.

6. Include adequate security to assure construction and operation of the facilities.
7. Require that plans and specifications for all structures, improvements and activities proposed be reviewed and approved by the IDNR.
8. If appropriate, allow the submission of the lease to the lien of any bank or similar lending institution for the improvements placed upon the IDNR's interest in the leased premises.
9. Require that the operator be responsible for all taxes, including property taxes on the improvements, unless the authority, which imposes such tax, abates any such taxes.
10. Require that the operator place a sign within the facility, and provide verbiage in all brochures, forms, and any other printed or electronic materials related to the operation, containing a statement that this facility is privately operated under a lease with the IDNR.
11. Require that the operator take part in ethics training provided by the Indiana Ethics Commission.
12. Contain a non-collusion affidavit.
13. Provide that the laws of the State of Indiana cover the lease.
14. Contain other clauses as determined as in the best interest of the State of Indiana.

Minimum Expected Services

The operator shall design, develop, build, manage and maintain the facilities accommodating all activities that are customary and usual to such operations within a state reservoir property. The operator shall have the exclusive right to manage and maintain all of the facilities under the terms of the lease including the renting of slips, rental of boats, sale of gasoline, sale of boat parts and accessories, boat repair service, boat storage, and sale of other products as approved by the Department within the leased area.

The Developer shall update existing marina facilities as needed or construct new that are compliant all applicable laws.

Provide and maintain a full service marina with a variety of boating, recreational goods and services.

Maintain leased area and facilities in good condition.

Provide a quality-based, service oriented operation that features a variety of recreational experiences at reasonable prices.

Boat Slips

Slips shall be available for rent to the public on a seasonal or year round basis and the operator shall provide well maintained docks and slips. The operator shall have electricity available for rental slips and may offer other services such as cable/satellite service, internet service, and others as approved by the Department. There are currently 264 rentable slips and 8 temporary slips offered to the public. Any proposal that requests more slips to be added shall indicate in detail the size, style, and location of any new slips. Proposed rates for the slips shall be included in the proposal. Any rates and future increases shall be requested by the procedure set forth in Bulletin #20 of the Indiana Natural Resources Commission (NRC). See the attached bulletin for more details.

Buoys

Buoys shall be available for seasonal rent. There are currently 30 rentable buoys. The concessionaire must maintain and replace buoys, cables, and anchors as required for a safe operation. The concessionaire is responsible to provide shuttle service to the guests for the buoy field.

Foodservice

The operator may provide high quality food service as part of the store operation or as a free standing operation. The operator shall follow all Indiana State Board of Health requirements and regulations as well as any other rules, regulations or laws imposed by any governing power.

Rental Boats

The operator may offer rental boats as part of this offer. Customers shall be given written contracts indicating what services the operator will provide for each rental, what costs will be incurred by the customer, and any cancellation of penalty fees apply. Operator shall describe the number and style of boats that will be used in the rental fleet as well as what fees will be proposed.

Gasoline Service

The operator shall offer gasoline sales as part of this offer. All equipment shall conform to all regulations as set forth by the State Department of Health, Division of weights and measures, and all regulations set forth by the Indiana Department of Environmental Management (IDEM) and the Environmental Protection Agency (EPA) as well as any other rules, regulations, and laws governing such services.

Merchandise

The operator shall offer merchandise for sale that is appropriate to the property and facility. The merchandise should be boating related, nature oriented, and in good taste to reflect a positive image on the Department.

Pump out Service

The operator shall offer pump out services as part of this offer. All equipment shall conform to all regulations as set forth by the State Department of Health, Division of Weights and Measures, and all regulations set forth by the Indiana Department of Environmental Management (IDEM) and the Environmental Protection Agency (EPA) as well as any other rules, regulations, and laws governing such services.

- The operator shall guarantee that the facilities will be operated, maintained, and be accessible to all recreational vessels for the full period of their useful life.
- Provide a sign depicting the national pump out symbol shall be installed so as to be clearly visible to boaters.
- Provide an informational sign that shall be installed at pump out and dump stations. The sign information should specify fees, restrictions, hours of operation, operating instructions, and a contact name and telephone number to call if the facility is inoperable.

Winter Dry Storage

There is no winter dry storage on-site.

Design and Development Guidelines

This section is designed to inform the operator of the minimum number of facilities and minimum requirements of design and construction. All proposals will be evaluated upon these guidelines.

Minimum Design and Development Criteria

- All designs shall conform to the requirements of the Americans with Disabilities Act.
- All Federal, State, and Local building codes shall be observed.
- Designs shall be sympathetic to the character of the Park or Reservoir property and other buildings located on the property.

The operator will incorporate barrier-free design into all facilities and ensure continuity between outdoor and indoor facilities with respect to accessibility for disabled users. Minimum guidelines for accessible design can be obtained from the United States Architectural and Transportation Barriers Compliance Board, 330 C Street, S.W., Room 1010, Washington D.C. 20202. In addition, IDNR has

a publication entitled "Access to Recreation, Design Criteria for Eliminating Architectural Barriers", which should be consulted during the design process.

The operator shall comply and bear any costs associated with all requirements as set forth by the Division of Historic Preservation and Archeology in regard to investigation of sensitive sites.

General Development Guidelines

Utilities

The operator will be responsible for any additional road development from the main park road, as well as any required improvements to the main park road as needed for this offer. The operator will also be responsible for bringing any additional utility service to the site. In general, IDNR will require all utilities to be placed underground, including telephone and electric service. Installation of utilities must be done in accordance with all State, Federal, and local codes. Payment of utilities is the responsibility of the operator.

Electrical, Fire, and Building Codes

State electrical, fire, and building codes are required to be met in order to ensure high quality construction, safe habitation, and pleasing aesthetics for the site visitors and workers.

Solid Waste

Refuse generated by the development must be disposed of in a state-approved sanitary landfill located off site. Furthermore, all collection, transportation, and disposal of solid waste must be in conformity with county and state public health regulations. It must be removed regularly to ensure there will be no odor, health or aesthetic problems.

Alcohol

Current state statute does not allow for the sale or display of alcohol by the Licensee. If the statute is changed to allow this service, during the Term of the Lease, the Lease may be amended to reflect this change at the discretion of the Department.

Snow removal

The IDNR will provide snow removal services on the main park roads and the roads leading to facility; however the operator is responsible for snow removal of the intermediate roads, parking lots and areas, entries and sidewalks within the facility area.

Grounds maintenance

The operator will be responsible for all ground maintenance within the leased area. This includes, but is not limited to: mowing, watering, fertilization, pest control, pruning, trimming, flowerbed maintenance, weeding and eradication of invasive species.

Building and infrastructure maintenance

The operator is responsible for all maintenance of the facility including docks and all bridges, connection points, flotation, superstructure, and surfaces. The operator is also responsible for maintaining all parking lots, underground utilities, buildings and any other structures in the leased area.

Mechanical systems

The operator will be responsible for maintaining all the mechanical systems within the facility, and will also be responsible for any inspections, testing, and any preventive maintenance contracts for these systems.

Insurance

The operator shall at all times maintain, or cause to be maintained, the facilities insured against loss or damage by fire and from other causes customarily insured against under a standard extended coverage endorsement in an amount at least equal to the lesser of (1) the amount of \$1,000,000 or (2) 100 percent of the full replacement cost of the facilities; provided, however, such insurance may contain a reasonable loss deductible clause.

The operator shall at all times maintain, or cause to be maintained, general liability insurance in the amount of \$1,000,000.

The operator shall at all times maintain or cause to be maintained business interruption loss insurance to insure against loss of projected annual rental income payable pursuant to the Agreement, or any other leases of the facilities or any portions thereof, for such time (being at least for a period of twelve months) as use of the Projects or any portions thereof is interrupted by damage or destruction from perils insured against under a standard extended coverage endorsement in an amount equal to the fair rental value of such portions, all as are reasonably necessary to meet its obligations under the Agreement.

The operator shall maintain, or cause to be maintained, any additional or other insurance, which it shall deem necessary or advisable to protect its interests and those of the IDNR.

The operator shall maintain statutory Worker's Compensation and Employer's Liability insurance.

The operator shall maintain, or cause to be maintained, full coverage automobile liability insurance.

The operator shall maintain, or cause to be maintained, boiler and machinery coverage.

Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and able to do business in the State of Indiana, or with an insurance group or state insurance pool acceptable to the IDNR. The IDNR and the State of Indiana shall be named as additional insured on all policies. Such insurance policies shall provide that they may not be canceled and may not expire without 30 days prior written notice to the IDNR.

The operator shall furnish to the IDNR a copy of each certificate of insurance or renewal notice thereof, evidencing the coverage of the types required to be maintained by the operator pursuant to the agreement, upon the issuance or renewal of such insurance or performance bond.

Reports and Records

The operator shall keep, or cause to be kept, accurate books, records, and accounts of its operations, including all receipts and disbursements of money under the agreement, and these shall be kept apart from other operations. The Licensee shall make all reports concerning the operation available to the IDNR at such times at the IDNR may require. Separate accounting records shall be maintained for each facility operated under the terms of the agreement.

Books and records of account shall be kept in a form and manner satisfactory to the IDNR. The operator's records of operation shall be open to inspection and audit by the IDNR and its designated representative at all reasonable times during business hours. The right of inspection and audit shall exist during the term of the agreement and for a period of three (3) years after the term of the agreement. The records will be audited by the DNR at least every two years. A place shall be provided on premise for the audit staff that is conducive to conduct such work. The DNR may request that all documents needed be provided at an alternate location, such as the property office or the Indianapolis Central Office for review.

The Operator shall establish checking and/or banking accounts that shall be used only for the operation of the properties that are the subject of this offer.

The operator shall furnish the IDNR a copy of its annual audited financial statement including balance sheet, statement of changes in financial position, and statement of income together with appended notes, prepared in accordance

with generally accepted accounting principles. Such audited financial statement shall be prepared by independent certified public accountant(s).

DNR Property Regulations

The DNR property regulations govern activities on all DNR properties and have the full force and effect of law. The operator shall adhere to all regulations set forth in the property regulations and to provide copies of these regulations to all patrons of the marina and boat rental. The operator shall inform the patrons if they observe any violations of the regulations; however, the operator does not have the authority to enforce these regulations, but shall notify the proper authorities of abuse of the regulations.

Right of Entry

The IDNR reserves the right at any time to enter upon or into the facilities under lease with the operator for any purpose.

Information to Be Submitted By Developers/Operators

All proposals and other information as required shall be placed in a sealed envelope or package clearly marked as follows:

Proposal

Newton-Stewart SRA Marina Patoka Lake, Dubois, Crawford and Orange Counties, Birdseye, IN

Not to be opened until 1:00 P.M. E.D.T., May 31, 2014

Each envelope shall be marked with the name, address, and telephone number of the operator. All proposals must be delivered to Director, Indiana State Parks and Reservoirs, 402 W. Washington Street, Room W298, Indianapolis, IN 46204, no later than May 31, 2014. It is suggested that mailed proposals be sent by certified or registered mail, return receipt requested. Late proposals will not be accepted. It is the operator's responsibility to ensure that the proposal arrives on time.

Furthermore, IDNR reserves the right at its sole discretion to negotiate with any operator about its proposal. Therefore, lease documents will reflect final negotiations with the operator, and may or may not reflect proposal information specifically as submitted.

IDNR reserves the right to reject any and all proposals, and to waive any technical defects in the applicant's proposal package.

Confidential Information

Potential operators are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3-1 et. Seq., and after the contract award, may be viewed and/or copied by any member of the public, including new agencies and competitors. Potential operators claiming a statutory exception to the Indiana Public Records Act, must place all confidential documents in a sealed envelope, clearly marked as "Confidential" and must indicate on the outside of their proposal that confidential materials are included and specify which statutory exception provision applies. The IDNR reserves the right to make determinations of confidentiality. If the IDNR does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the operator. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the IDNR will remove the proposal from consideration for award and return the proposal to the operator. The IDNR cannot and will not determine the proposed rental fee and/or fees or pro forma financial information to be confidential information.

OPERATORS SHOULD CAREFULLY CONSIDER THIS DOCUMENT AND THOROUGHLY READ THE INFORMATION WITHIN BEFORE COMPLETING THEIR PROPOSAL

All operators must make their own investigation as to the economic feasibility of the proposal, facts about the area, and estimates of probable business success, without reference to anything in the guidelines for development. IDNR makes no warranties or representations, expressed or implied about the information in these guidelines.

Questions in regard to this prospectus must be in writing or email format and sent to:

Indiana State Parks and Reservoirs
Attn: Brian Pavlik
402 W. Washington Street, RM W298
Indianapolis, In 46204
Or email bpavlik@dnr.in.gov

All questions will be answered in writing and the questions and answers will be sent by mail to all individuals and companies that have received the proposal packet.

All questions must be received by May 5, 2014, so that response can be developed and distributed to all potential developers.

Proposal Requirements

Each submission shall include three copies of their proposal, which includes the following:

1. Cover Letter:

- a. A letter signed by a principal of the operator warranting that the facts set forth are true to the best of his/her information, knowledge, and belief.

2. Information Regarding the Developer/Operator's Intentions:

- a. Provide a detailed statement of the operator's willingness to:
 - 1) Develop a marina and related facilities under the conditions contained in this prospectus
 - 2) Cooperate in IDNR's architectural review process throughout the entire development program, as specified in this prospectus as well as other approvals which may be required by the Corps of Engineers, IDEM, Historic Preservation and Archeology.
- b. Provide detailed description of the facilities, services and products the operator proposes to develop. Provide detailed information on the scope of services, how they will be provided, and what charges are projected for each service. This should be presented in a manner that the IDNR can fully understand the size and scope of the facilities, services and products the operator wishes to include.
- c. Provide a description of the architectural style, size of the facility, including buildings materials, layout, and general design scheme. The IDNR wishes to understand the size and feeling of the development and how this relates to the rest of the property. Scaled drawings and renderings, plans and elevations of any buildings or site plans may be submitted, but are not required under this prospectus.

Special note:

Since it is the essence of this offer for the development and operation of the marina open to the public, the answers provided for sections b., c., above are of utmost importance. Each operator must address all areas of the prospectus, but shall be especially specific responding to sections b., c., above. The IDNR should be able to determine from the answers provided, what facility will be like, and the scope of services proposed, without the need to contact the operator for further clarification. However, the IDNR does reserve the right to request clarification of information submitted and to request additional information from any proposer.

- d. Provide a detailed statement of the construction sequence proposed by the operator, and the time period within which each construction stage would be started and completed, along with anticipated costs for construction.
- e. A detailed statement describing the proposed manner and amount of compensation to the IDNR.
- f. A pro forma financial statement of the expected gross revenues and expenses for each year, for the initial five years of the lease, along with a description of the method of calculation. This shall include proposed rates for all service provided including boat rental, repair services, gas sales, concession sales, boat storage, slip rental, transport fees, and any other revenue collected as part of the service provided in connection with the business. Each year should be shown as a separate statement and shall include an explanation of assumptions used in deriving the revenue for the facility. Use the pro-forma form provided in the attachment section.
- g. Since there is currently a concessionaire in place, the developer shall provide a detailed transition plan indicating how a smooth transition will take place so that there is a seamless transition for the state and the customers.
- h. Provide a plan for and commitment to creating added value and benefits to the surrounding community and property visitors. This plan may include special events, educational programs, and community services activities that draw attention to and help interpret the property resources and safety concerns. In addition,

you should identify special skills, knowledge, and resources needed and available to implement the plan.

- i. A detailed statement of the amount the operator is prepared to spend on the proposed development, to include:
 - 1. Amount and source of equity capital.
 - 2. Amount and source of other financing.
 - 3. If mortgage or other financing is to be obtained from a source, or sources, other than the operator, the proposal must contain a description of the source and an explanation of the operator's ability to obtain the necessary funds.
- j. A letter of authorization allowing IDNR to investigate, if necessary, the operator's and/or investor's financial ability to develop and operate the proposed facilities.

3. Information about the Development Team:

- a. The operator's firm name, address, telephone number, and representative authorized to deal with the IDNR.
- b. A description of the operator's proposed form of organization. Greater consideration will be given to proposals submitted by Indiana based operators or operators that have a partnership with Indiana firms. However, this does not preclude out of state operators from submitting a proposal, or being selected as the best proposal. The IDNR through the evaluation process will select the proposal that best meets the requirements of the offer, is most beneficial to the department, park visitors, and the citizens of the State of Indiana.
- c. A statement identifying the principals who would participate in the proposed development and the nature and extent, or percentage, of each principal's interest in the development group.
- d. The operator must certify that any of the individuals or entities seeking participation in this offer are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by any state agency. The operator must also certify that within three years prior to the submission of the proposal, none of the individuals or entities have

been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, or making false statements.

- e. The operator shall provide the IDNR with the names, birthdates, and Social Security numbers of any owner or management members of the team. The DNR will do background checks which may include, criminal history checks, BMV checks, sex offender registry checks, and credit checks.
- f. A detailed description of the previous experience of the operator and any principals including:
 - i. A detailed statement describing prior successful experience with the management of a marina that includes facilities within the scope of this offer. This should include a chronological list of marina properties. Include the dates of operation and approximate annual revenue from each facility. Include the size of the facility, number of slips, and list other services provided by the operator
 - ii. List any contracts or leases the operator has lost, been terminated before completion, or not renewed in the past 10 years.
 - iii. List projects of a similar nature the operator has handled through the pre-opening phase in the past 10 years.
- g. A detailed statement describing any technical and/or managerial staff available to the operator in carrying out the proposed development.
- h. Positive references from owners/clients having specific knowledge of the operator's development and management abilities.

Quality of Workforce/Training-- The IDNR is very interested in ensuring that quality service is offered to all visitors and recognizes that the value of the workforce and the caliber of employees affect the visitor experience. Recruiting, training and maintaining a quality workforce are a significant concern.

Identify the efforts that will be undertaken to recruit, train, and maintain a quality workforce of year-round and seasonal employees.

- i. Describe in detail any customer service training the organization's employees receive relative to the jobs they perform.
- j. Describe what type of background checks will be performed on potential employees.
- k. Describe any industry certifications that your staff has or will have at the execution of the lease.
- l. Provide the names and the experience of any architect or architectural/engineering firm, or firms, which may be retained by the operator for the preparation of construction plans and specifications, including:
 - i. Name and experience of the member of the firm who will execute the design of the marina and other related facilities.
 - ii. Photographs, brochures, and/or published material illustrating designs previously executed by the firm.
- m. A statement of any relationships between the operator and any parent companies or subsidiaries that might also take part in the development.
- n. Sufficient financial information to establish the financial ability of the operator to carry out the project. This should include, as a minimum, audited financial statements for the last 3 fiscal years. The necessary financial information must be submitted for both the operator and any parent company or subsidiary named above.
- o. The names and addresses of bank references for the operator and any other sources of equity capital.
- p. Indicate whether the operator has ever been adjudicated as bankrupt.
- q. Indicate if there are any judgments, suits, or claims pending against the operator.

- r. Names and descriptions of any other persons, firms, or organizations expected to be participants in the development or operation of the business.
- s. Provide résumés discussing work experience that would indicate the possible success of developing and operating this type of facility.
- t. Provide a description of an accounting system to be used which would reflect gross sales, taxes collected, and in general, a record keeping system for the purposes of an audit. This facility will be subject to annual audits by the IDNR or the Indiana State Board of Accounts.
- u. Describe in detail what type of guest satisfaction tracking system will be used at these facilities.
- v. Explain how maintenance of the facility will be handled.
- w. Provide information in regard to any other attributes of the operator that may be considered as special qualifications for carrying out the development and management of this offer.

Selection Process

After the closing date for submission of the proposals, all proposals received will be reviewed. Proposals that most appropriately fulfill the IDNR's objectives for the project, and display the ability of the operator to carry out the project, will be selected for presentation to an evaluation committee. However, the Department may elect to waive the oral presentation if it is felt that enough information has been submitted for a complete evaluation. The IDNR does reserve the right to request clarification of information submitted and re request additional information from any proposer.

Oral Presentation

Selected operators may be requested to make oral presentations of their proposal to the evaluation committee and will be contacted directly to arrange for a specific time for the presentation. Each presentation will be limited to one hour, with up to one additional hour for the evaluation committee to ask questions of the operator. **It is highly recommended that the principal personnel from each operator's organization who will have ongoing involvement in the management of the facility actually make the oral presentation and provide responses to the evaluation committee**

Proposals will be evaluated in respect to how each responds to the criteria listed in the offer. Various disciplines will be engaged to assist, as necessary, in the determination of the financial strength and ability of the operator, internal consistency or inconsistency of financial projections, and reasonableness of the projections, experience and expertise, compensation to the IDNR, and other factors listed above. Once the evaluation committee has reviewed all proposals and completed the oral presentation process, the IDNR will submit the best proposal for submission to the Natural Resources Commission for its approval.

After an operator is chosen, a detailed contract will be negotiated to cover all aspects of the project. It should be noted that the choosing of the operator does not constitute acceptance of the proposal. The process determines the operator with who the IDNR can negotiate actual terms.

The IDNR reserves the right to submit to the commission the next most qualified operator if the successful operator does not reach agreement with IDNR on a lease within 60 days of the award of the proposal.

Attachment #1

Information Maintained by the Office of Code Revision Indiana Legislative Services Agency

IC14-18-2

Chapter 2. Leasing of State Property

IC14-18-2-1

Legislative intent

Sec. 1. (a) It is the intent and purpose of this chapter to do the following:

(1) Provide means for the construction and operation of adequate water resources, food, lodging, and the outdoor recreation or service facilities that the department considers appropriate without the expenditure of state money.

(2) Solicit and encourage the use of private and public capital to provide food and lodging facilities.

(3) Provide more adequate water resources and attractive recreational facilities.

(b) This chapter supersedes any conflicting law to the extent of the conflict.
As added by P.L.1-1995, SEC.11.

IC14-18-2-2

Lease and contract powers of department

Sec. 2. (a) The department may do the following:

(1) Lease state owned land that is under the management and control of the department to a local governmental unit or a political subdivision of the state

or local government.

(2) Lease federally owned land that is under the control and management of the department.

(3) Contract for the construction and operation of lodging, food, and other outdoor recreation, water resources, or service facilities that the department considers appropriate on the land.

(b) If the department determines that action permitted by subsection (a) would be in the best interests of the citizens of Indiana, a lease and contract may be negotiated and executed in the manner prescribed by this chapter in addition to the methods permitted by other statutes.

As added by P.L.1-1995, SEC.11.

IC 14-18-2-3

Contents of leases and contracts

Sec. 3. (a) As used in this section, "inn" means a public facility that has the following:

(1) At least twenty (20) rooms for the accommodation of overnight guests.

(2) A dining room that offers table service for at least forty (40) individuals at one (1) time during normal dining hours.

(b) A lease and contract authorized by this chapter must include in its terms the following provisions and conditions:

(1) The legal description of the leasehold. A survey for the description is not required.

(2) The term of the lease. The term may not exceed forty (40) years with two (2) additional options to renew of thirty (30) years each.

(3) Provision for the submission of complete plans and specifications to the department for review and written approval before beginning any construction.

(4) The manner of payment of rental.

(5) The facilities provided will be available to the public without discrimination and at charges designed to make the facilities available to a maximum number of the citizens of Indiana.

(6) That the rates and fees charged for goods and services on the leased area will be in accord with those charged at similar developments in the area.

(7) The disposition of the leasehold and improvements at the termination of the lease.

(8) If the lease and contract concerns state owned land under the management and control of the department, including state parks, a prohibition on the sale or public display of alcoholic beverages on the premises.

(9) If the lease and contract concerns federally owned land under the control and management of the department, the lease and contract may permit the retail sale of alcoholic beverages on the premises of an inn:

(A) for consumption on the licensed premises; and

(B) if the lessee or concessionaire applies for and secures the necessary permits required by IC 7.1.

(c) A lease and contract may prescribe other terms and conditions that the department considers necessary and advisable to carry out the intent and purposes of this chapter.

As added by P.L.1-1995, SEC.11.

IC 14-18-2-4

Statement of intent

Sec. 4. (a) This section does not apply to leases to units of local government.

(b) The department shall draft a statement of intent and shall publicize the statement through appropriate media. The statement must do the following:

(1) Describe the facilities that the department desires to provide.

(2) Set up a procedure for the submission of proposals for providing the facilities.

(c) The publication must consist of at least three (3) legal advertisements appearing at ten (10) day intervals during a thirty (30) day period in five (5) daily newspapers of wide and general circulation in Indiana.

As added by P.L.1-1995, SEC.11.

IC 14-18-2-5

Submission of proposals

Sec. 5. (a) This section does not apply to leases to units of local government.

(b) After public notice as required by section 4 of this chapter, a sixty (60) day period shall be allowed for the preparation and submission of proposals.

As added by P.L.1-1995, SEC.11.

IC 14-18-2-6

Approval of proposals; negotiation of lease agreement

Sec. 6. (a) Following the expiration of the period set aside for the submission of proposals by section 5 of this chapter, the department shall do the following:

(1) Select the proposal that the department considers most appropriate for the fulfillment of the statement of intent.

(2) Submit the proposal to the commission for approval.

(b) Upon receipt of written approval from the commission, the department shall do the following:

(1) Negotiate a lease agreement with the individual, group, or political unit that submitted the proposal.

(2) Submit the lease agreement to the attorney general for review and approval.

As added by P.L.1-1995, SEC.11.

IC 14-18-2-7

Execution of lease and contract

Sec. 7. A lease and contract must be executed by the authorized agents of

the state and by the lessee.
As added by P.L.1-1995, SEC.11.